



August 2, 2019  
Invoice Number: 965088701080219  
Account Number: [REDACTED]  
Security Code: [REDACTED]  
Service At: 100 JUSTICE PL  
BLDG OFFC  
SHELBY, NC 28150-4638

**Contact Us**

Visit us at [spectrumbusiness.net](http://spectrumbusiness.net)  
Or, call us at 1-866-892-4249

**Summary**

*Services from 08/01/19 through 08/31/19  
details on following pages*

Previous Balance	154.98
Payment Received - Thank You	-154.98
<b>Remaining Balance</b>	<b>\$0.00</b>
Spectrum Business™ Internet	159.98
<b>Current Charges</b>	<b>\$159.98</b>
<b>Total Due by 08/18/19</b>	<b>\$159.98</b>

V 3000041 2002L8C  
PO 2000001

**SPECTRUM BUSINESS NEWS**

We continue to enhance our services, offer more of the best entertainment choices and deliver the best value. We are committed to offering you products and services we are sure you will enjoy.

**Unreturned Equipment Information**

Effective on or after 9/8/19 updated fees for Unreturned

Equipment will apply. You will only see these charges on future bills if you have any equipment that you haven't returned.

• D3 and newer Modem models (wired and wireless) from \$39.99 to \$59.99

• Session Border Controllers from \$315.00 to \$325.00

• Ethernet Switches from \$123.00 to \$229.00

• Cisco IP Phones (2 Port) from \$40.00 to \$49.99



RECEIVED

AUG 9 2019

PAYABLES

**Thank you for choosing Spectrum Business.**  
We appreciate your prompt payment and value you as a customer.



4145 S. Falkenburg Rd Riverview, FL 33578-8652  
6810 0232 NO RP 02 08022019 NYNNNNNY 01 023970 0097

CLEVELAND COUNTY  
PO BOX 1210  
SHELBY NC 28151-1210

August 2, 2019

**CLEVELAND COUNTY**

Invoice Number: 965088701080219

Account Number: [REDACTED]

Service At: 100 JUSTICE PL  
BLDG OFFC  
SHELBY, NC 28150-4638

<b>Total Due by 08/18/19</b>	<b>\$159.98</b>
Amount you are enclosing	\$

Please Remit Payment To:

TIME WARNER CABLE  
PO BOX 70872  
CHARLOTTE, NC 28272-0872



01611001202965088701580015998

August 2, 2019



Invoice Number:  
Account Number:  
Security Code:

CLEVELAND COUNTY  
965088701080219

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6810 0232 NO RP 02 08022019 NYNNNNNY 01 023970 0097

**Charge Details**

Previous Balance	154.98
Payment Received - Thank You 07/26	-154.98
Remaining Balance	\$0.00

Payments received after 08/02/19 will appear on your next bill.

Services from 08/01/19 through 08/31/19

**Spectrum Business™ Internet**

Spectrum Business Internet Ultra	199.99
Static IP 5	24.99
Bundle Discount	-65.00
	<b>\$159.98</b>

Spectrum Business™ Internet Total	\$159.98
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Current Charges	\$159.98
Total Due by 08/18/19	\$159.98

**Billing Information**

**Tax and Fees** - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice.

**Terms & Conditions** - Spectrum's detailed standard terms and conditions for service are located at [spectrum.com/policies](http://spectrum.com/policies).

**Past Due Fee / Late Fee Reminder** - A late fee will be assessed for past due charges for service.

**Franchise Administrator** - North Carolina Department of the Secretary of State PO Box 29622 Raleigh NC 27626-0622 Phone: (919) 716-6400

**Complaint Procedures** - You have 60 days from the billing date to register a complaint if you disagree with your charges.

**Cable Complaint Resolution** - If you have a problem with your cable or video programming service, you should FIRST contact customer service at the following telephone number: 1-877-892-2220. If we are unable to satisfactorily resolve your complaint, you may contact the Consumer Protection Division of the Attorney General's Office of the State of North Carolina at [www.ncdoj.gov/cable](http://www.ncdoj.gov/cable).

**Authorization to Convert your Check to an Electronic Funds Transfer Debit** - If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgment and acceptance of this policy and its terms and conditions.



Visit [Spectrum.com/stores](http://Spectrum.com/stores) for store locations. For questions or concerns, visit [Spectrum.net/support](http://Spectrum.net/support) or call 1-855-707-7328.

## Your WAY can be the GREEN way!

### GO GREEN with Spectrum Business.

Online Bill Pay is helping the environment one customer at a time. It's easy - all you need to do is sign up for Online Bill Pay. It will save you money on postage and time - and it will also save trees!

Enrolling is easy, just go to [spectrumbusiness.net/payment](http://spectrumbusiness.net/payment). Each month, you'll receive a paperless e-bill that you pay online with your choice of payment options.

- Debit Card - Credit Card - Electronic Funds Transfer
- Receive a quick summary of your account at any time
- Access up to 6 months of statements

**Payment Options**

**Pay Online** - Visit us at [spectrumbusiness.net/payment](http://spectrumbusiness.net/payment) to get started today! Your account number and security code are needed to register.

**Pay by Phone** - Make a payment free of charge using our automated payment option at 1-866-892-4249; and authorize payment directly from your bank account or credit card.

For questions or concerns, please call 1-866-892-4249.





September 2, 2019  
Invoice Number: 965091401090219  
Account Number: [REDACTED]  
Security Code: [REDACTED]  
Service At: 407 MCBRAYER ST  
STE OFC  
SHELBY, NC 28150-5739

**Contact Us**

Visit us at [spectrumbusiness.net](http://spectrumbusiness.net)  
Or, call us at 1-866-892-4249

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**SPECTRUM BUSINESS NEWS**

**Summary** *Services from 09/01/19 through 09/30/19  
details on following pages*

Previous Balance	159.98
Payment Received - Thank You	-159.98
<b>Remaining Balance</b>	<b>\$0.00</b>
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RECEIVED

SEP 6 2019

PAYABLES



4145 S. Falkenburg Rd Riverview, FL 33578-8652  
6810 0232 NO RP 02 09022019 NNNNNNNY 01 022677 0071

CLEVELAND COUNTY  
PO BOX 1210  
SHELBY NC 28151-1210

September 2, 2019  
CLEVELAND COUNTY

Invoice Number: 965091401090219  
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Service At: 407 MCBRAYER ST  
STE OFC  
SHELBY, NC 28150-5739

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Amount you are enclosing	\$



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**Charge Details**

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Remaining Balance		\$0.00

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Services from 09/01/19 through 09/30/19

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Static IP 5	24.99
Bundle Discount	-65.00
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Spectrum Business™ Internet Total \$159.98

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- Access up to 6 months of statements

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**Pay by Phone** - Make a payment free of charge using our automated payment option at 1-866-892-4249; and authorize payment directly from your bank account or credit card.

For questions or concerns, please call 1-866-892-4249.



Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

(b) Customer agrees to provide Kimble's with reasonable and timely written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to the utilization of the Software or provision of the Commissary Services in which Kimble's is brought in as a co-defendant in the Claim. Kimble's has the right to defend any such claim, demand, or cause of action at Kimble's sole cost and expense.

9. **Termination of Agreement.** If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default, setting forth specifically the nature of the default. If the defaulting party fails to cure its default within sixty (60) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, in the event this Agreement is terminated by either party, there shall be no disruption of service between the termination of the existing services and the implementation of an alternate commissary service. Kimble's shall continue providing commissary services until a new vendor is selected to provide such services.

10. **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, neither party shall have any liability for indirect, incidental, special or consequential damages, loss of profits or income, loss or corrupted data, or loss of use of other benefits, howsoever caused and even if due to the party's negligence, breach of contract, or other fault, even if such party has been advised of the possibility of such damages.

11. **Uncontrollable Circumstance.** Each Party reserves the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside its control occur, which negatively impact its business, and are related to the operation of the Facility; material reduction in inmate population or capacity; material changes in policy or economic conditions; acts of God; actions taken for security reasons (such as lock-downs). Each Party shall not unreasonably exercise such right. Further, the Parties acknowledge that provision of the Commissary Services are subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict the Parties from taking any steps necessary to perform in compliance therewith.

12. **Force Majeure.** Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

13. **Notices.** Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature on this document, or to such other address as a party may designate by written notice in compliance with this section.

14. **Access to and Record Retention.** Kimble's agrees to maintain all records of or related to the Commissary Services and shall, upon the Customer's request, provide the Customer with, or access to, said records.

15. **Iran Divestment Act Certification.** Kimble's commissary hereby certifies that Kimble's commissary, and its subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Kimble's commissary shall not utilize any subcontractor that is identified on the List.

16. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Unless prohibited by law, any action resulting from this Agreement shall be brought solely in the General Court of Justice of North Carolina sitting in Cleveland County, North Carolina. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. Provider shall not sub-contract all or any part of the services provided for in this Agreement without prior written approval of the County. Additionally, Provider shall not assign all or any part of this Agreement, including rights to payments, to any other party without the prior written consent of the County. This Agreement shall be binding upon and inure to the benefit of Kimble's and Customer and their respective successors and permitted assigns. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the obligations of the respective parties as set forth herein. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the

services contemplated hereby. Customer will not permit a third party to use the Software, assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, process or permit to be processed any data of any other party with the Software, alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, connect the Software to any products that Kimble's did not furnish or approve, or ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Kimble's is not liable with regard to any Software that Customer uses in a prohibited manner. To the extent permitted by applicable law, Customer shall indemnify Kimble's, and the agents, servants, and all employees of Kimble's, and shall defend, save and hold them harmless from and against any claim, suit, legal proceeding, judgment, decree, loss, cost, damage or expense (including, but not limited to, reasonable attorney's and other costs and expenses incident to the investigation or the defense of any claim, suit or legal proceeding) arising from or growing out of Customer's unauthorized or prohibited use of the Software caused by the negligent acts or omissions or misconduct of Customer, any subcontractor of Customer or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be responsible or liable, except to the extent caused by the negligent acts or omissions or misconduct of Kimble's, its officers, employees and agents.

**5. Certifications and Indemnity of Kimble's.** Kimble's agrees to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes ("E-Verify") and if Kimble's provides services to the Customer utilizing a subcontractor, Kimble's shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of said General Statutes. Kimble's agrees to verify compliance by affidavit upon request by the Customer. Notwithstanding any other provision herein, Kimble's shall indemnify Customer, and the agents, servants, employees and all elected officials of Customer, and shall defend, save and hold the Indemnities harmless from and against any claim, suit, legal proceeding, judgment, decree, loss, cost, damage or expense (including, but not limited to, reasonable attorney's and other costs and expenses incident to the investigation or the defense of any claim, suit or legal proceeding) arising from or growing out of the injury to or death of any person or the damage to or loss of any property (including, but not limited to, property of Kimble's) caused by the negligent acts or omissions or misconduct of Kimble's, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be responsible or liable, except to the extent caused by the negligence of the Customer, its elected officials, officers, employees and agents.

**6. Relationship of Parties.** Kimble's is an independent contractor of Customer. Kimble's represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Customer. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Kimble's will obey all State and Federal statutes, rules and regulations. Neither Kimble's nor any employee of the Kimble's shall be deemed an officer, employee or agent of the Customer. Kimble's shall ensure that it maintains a properly executed IRS Form W-9 on file with the Customer.

**7. Confidentiality.**

(a) To the extent permitted by law, the Software, Updates and the applications and related data and information (the "Confidential Information") shall at all times remain confidential to Kimble's. Customer will not disclose such Confidential Information to any third party unless required by Public Records Laws, subpoena, court order, or other applicable law. Because Customer will be able to access Confidential Information of third parties that is protected by certain federal and state privacy laws through the Software and its applications, Customer agrees that it will only access the Software with computer systems that have effective firewall and anti-virus protection.

(b) Kimble's may, during the course of providing services hereunder or in relation to this Agreement have access to, and acquire knowledge regarding personnel, inmates, materials, data, systems, and other information which may not be accessible or known to the general public. Any knowledge acquired by Kimble's from such materials shall not be used, published or divulged by Kimble's to any person, firm or other entity unless required by subpoena, court order, or other applicable law.

**8. Insurance.**

(a) Kimble's shall obtain, at its sole expense, all insurance as required in the Customers contract control policy and shall not commence work until such insurance is in effect and certification thereof has been received by the Customer's Finance Director. Such insurance shall name the Customer as an Additional Insured under both General Liability and Auto Liability policies. Should said Certificate of Insurance expire prior to the termination of this Agreement, Kimble's shall supply to the Customer an updated certification prior to the expiration of the Certificate initially provided.

(c) In order for Kimble's to provide the services specified herein, Customer agrees that:

(i) All workstations for administrative and book in processing use by staff shall meet the following minimum requirements:

Workstation Requirements:	
Processor	1 GHz or faster Intel or AMD processor, 32- or 64 -bit
Operating System	Microsoft Windows 7, 8, 8.1, 10, or higher
Browser	Microsoft Internet Explorer 11 or higher required for JailATM.com. Google Chrome or Microsoft Edge Recommended
Memory	1GB Ram (32-bit system) or 2GB Ram (64-bit system). 4 GB or higher recommended.
Disk Space	150MB
Display	VGA, 1024 x 768 resolution or higher
Network Requirements	
Internet Service	Broadband internet service required
Local Network	Access to local shared subnet required for multiple Lockdown instances in the same facility

(ii) Customer shall ensure that there is 110V service at the installation point of each pod kiosk.

(iii) Customer shall ensure that there is a location for the placement of the Kimble's computer server at the Cat5/6 termination point for connectivity to the lobby kiosk.

(iv) Customer shall ensure reasonable access to the facility to Kimble's personnel to service equipment.

(v) Customer shall ensure that there is High Speed internet service for use with the Kimble's Server and sufficient internal static IP addresses for the Kimble's equipment.

(vi) Customer will provide reasonable workspace for Kimble's Associates

(vii) Customer shall provide a lobby location for the lobby kiosk reasonably situated to facilitate public access.

(viii) Customer shall provide a reasonable level of security for the lobby kiosks and all other equipment owned by Kimble's. If any of Kimble's equipment is vandalized or damaged by an inmate, then Customer agrees to cooperate with Kimble's to seek prosecution of the responsible inmate for such damages.

(ix) Customer shall provide a reasonable level of security for the safety of all Kimble's employees carrying out duties at the Facility.

(x) Customer is responsible for regular reconciliation of financial records maintained on the software provided by Kimble's including but not limited to inmate trust accounts. Kimble's recommends that such records be reconciled monthly by an individual trained in accounting and not by any person responsible for daily entry of financial data.

2. **Term.** The "Term" of this Agreement shall commence on August 1, 2018 and will continue for three (3) years thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply for so long as Kimble's continues to provide services hereunder to Customer after the expiration or termination of this Agreement.

3. **Commissions Paid to Customer.** Kimble's shall pay a commission of 40% to Customer on the gross sales of all products purchased by inmates of the Facility and all products purchased through the Care Pack Services Program less applicable taxes. Additionally Kimble's will pay the Customer a \$.05 (five cents) commission per .50 cent paid by inmates and friends and family to send email messages through Kimble's portal. Notwithstanding the foregoing, no commission shall be paid on the sale of U.S. Postal items or kits purchased by the Customer for indigent inmates of the Facility.

4. **Customers Use of Software Licenses.** Kimble's through its business relationship with Tech Friends Inc. grants Customer a non-exclusive, non-transferable license to use (without the right to sublicense) and to access certain proprietary computer software products and materials in connection provision of services hereunder ("Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that are implemented in Kimble's discretion (the "Updates"). Kimble's warrants and represents that the Software is warranted to meet GAAP (General Applied Accounting Principles) standards. Customer authorizes Kimble's to provide or preinstall the third-party software and agrees that Kimble's may agree to the third party End User License Agreements on Customers behalf. Customer's right to use any third-party software product that Kimble's provides shall be limited by the terms of the underlying license that Kimble's obtained for such product. The Software is to be used solely for Customers internal business purposes in connection with the provision of the

- (iii) Equipment to write checks to inmates for the balance held in the inmate's trust account.
- (iv) One Jail ATM Lobby Kiosk capable of accepting cash, credit and debit cards. Kimble's will collect a \$3.00 transaction fee for cash transactions and a 10% deposit transaction fee with a \$3.25 minimum for each credit/debit card transaction. Kimble's will insure that all fees charged are in compliance with all Federal and State laws.
- (v) One Booking Manager Kiosk capable of taking bills and coins from arrestees and immediately place collected funds in the arrestees trust fund account. (no user fees will be charged).
- (vi) A portal for Web Deposits at [www.jailatm.com](http://www.jailatm.com). Kimble's will collect a 10% deposit transaction fee with a \$3.25 minimum for each transaction. Kimble's will insure that all fees charged are in compliance with all Federal and State laws.
- (vii) Patent-Pending Swipe at Booking Technology allowing inmates to add funds to their commissary account using their credit/debit card accounts. Kimble's will collect a 10% deposit transaction fee with a \$3.25 minimum for each transaction. Kimble's will insure that all fees charged are in compliance with all Federal and State laws.
- (viii) provide six (6) dormitory kiosks for use by inmates to order commissary, check account balances, send and receive electronic email and email attachments, read mail processed through the mail scan system, access information such as inmate handbooks, electronic messaging for such activities as visitation scheduling, requesting medical and dental appointments, filing grievances, inmate requests and other communication processes with facility staff as needed.
- (ix) Commissary by phone as a backup to the dormitory kiosks.
- (x) Training, Technical and accounting support at no cost.
- (xi) Twenty Four (24) hour monitoring of on-site equipment to ensure proper operation.
- (xii) Inventory of personal care items, beauty products, toiletries, clothing, food, and related products for sale to the inmates.
- (xiii) Software necessary to administer the processing of inmate commissary orders as well as printers and other related equipment for the commissary process. Sufficient POS, check writing, and report printers will be provided to support the commissary and trust fund accounting processes.
- (xiv) A portal on the Jailatm Website for the Care Pack Services Program. Commission will be paid to the Facility on all sales.
- (xv) A portal on the Jailatm website allowing friends and family to send and receive electronic messages from inmates. Kimble's will collect a fee of \$0.50 for each message sent or received.
- (xvi) Kimble's will provide debit calling service through Customer's inmate telephone provider at no charge to the Customer. Inmates will be charged a \$.50 transaction fee per transaction regardless of the amount of funds transferred..
- (xvii) the Customer will be provided the investigative tools contained in the Lockdown software and related features at no charge.
- (xviii) Kimble's will insure that any and all fees charged are in compliance with all federal and state laws.
- (xiv) Kimble's will maintain a relationship with your current or any future Jail Management System provider to allow connection between Customer's Jail Management System and its Lockdown software. Kimble's shall be responsible for any and all costs of said relationship. Kimble's will maintain a relationship with Securus or any future provider to provide debit calling and commissary by phone services to inmates at no cost to the county.
- (xv) Kimble's will provide a part time employee (20 hours weekly) to handle the commissary functions at the Customer Facility. Kimble's employee will meet the background standards required of a justice officer in North Carolina and follow all facility rules and requirements. The Customer will have the final decision on the selection and retention of the Kimble's Associate assigned to their Facility.
- (xvi) Kimble's will provide "Fastcase" law library for use by inmates on all inmate kiosks at no cost to the facility.



**Commissary Service Agreement  
Kimble's Commissary Services/Cleveland County N.C.**

This Commissary Service Agreement ("Agreement") is by and between the Cleveland County NC ("Customer") and Kimble's Food By Design ("Kimble's").

Customer desires and Kimble's agrees to continue to provide certain Commissary Services to the inmates housed in the Cleveland County Jail ("Facility") and to provide the software and equipment necessary to render such services.

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**1. Scope of Services.**

(a) Customer grants Kimble's the **sole and exclusive** right to:

(i) sell products and services to inmates of the Facility including but not limited to personal care items, beauty products, toiletries, clothing, food, email access, and related products. Customer shall not allow any party other than Kimble's (excluding inmate telephone services and video visitation) to sell any product or service to inmates of the Facility. All products and services sold to inmates will be listed on a menu agreed upon by Customer and Kimble's. The prices of these products and services will be reviewed at least annually and agreed upon by Customer and Kimble's. Both parties agree that fluctuation in market prices may require price adjustments on individual products or services at intervals more frequently than once each year. Kimble's shall be responsible for payment of all applicable taxes on products or services purchased by inmates. The pricing on menus presented to inmates to purchase goods and services shall include all applicable taxes.

(ii) sell products on Kimble's website for purchase by friends and family of inmates which will be delivered to a designated inmate ("Care Pack Services Program"). Customer shall not contract with any party other than Kimble's to sell any product or service to the friends and family of inmates of the Facility. All products sold through the Care Pack Services program will be listed on a menu agreed upon by Customer and Kimble's. Additionally Kimble's will provide "Snack Packs" to the customer that will be sold between commissary orders. The prices of these products will be reviewed at least annually and agreed upon by Customer and Kimble's. Both parties agree that fluctuation in market prices may require price adjustments on individual products at intervals more frequently than once each year. Kimble's shall be responsible for payment of all applicable taxes on products or services purchased through the Care Pack Services Program. The pricing reflected on the Care Pack Services Program and "Snack Pack" menu shall include all applicable taxes..

(iii) accept and maintain deposits into inmate trust accounts via web, lobby kiosk, or any other type of deposit service instituted by Kimble's. Customer will not permit, allow or accept deposits into inmate trust accounts through any party other than Kimble's.

(iv) install and maintain the software and equipment necessary to sell commissary products and services to inmates of the Facility. Customer may not resell any of the software or equipment including any of the applications related thereto or provide access to such applications directly or indirectly to third parties. Customer shall not use any of Kimble's software, equipment or related applications to facilitate the sale of any product or service to inmates except as approved by Kimble's.

(v) install and operate financial kiosks designed for the purpose of funding inmate accounts. Customer shall not allow any party other than Kimble's to install or maintain a financial kiosk at the Facility except ATM's provided by a financial institution and designed to exchange cash for credit/debit card usage.

(b) In order to provide the services specified herein, Kimble's agrees to provide Customer:

(i) Access to and use of "Lockdown" jail inmate financial management software.

(ii) Inmate Release Debit Cards. No fees will be charged on any debit card issued to a released inmate if the debit card balance is used or otherwise withdrawn by the inmate within two (2) days of release (Kimble's cannot control transaction fees charged by merchants such as ATM fees).

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### **1. Scope of Services.**

(a) Customer grants Kimble's the sole and exclusive right to:

(i) sell products and services to inmates of the Facility including but not limited to personal care items, beauty products, toiletries, clothing, food, email access, and related products. Customer shall not allow any party other than Kimble's (excluding inmate telephone services and video visitation) to sell any product or service to inmates of the Facility. All products and services sold to inmates will be listed on a menu agreed upon by Customer and Kimble's. The prices of these products and services will be reviewed at least annually and agreed upon by Customer and Kimble's. Both parties agree that fluctuation in market prices may require price adjustments on individual products or services at intervals more frequently than once each year. Kimble's shall be responsible for payment of all applicable taxes on products or services purchased by inmates. The pricing on menus presented to inmates to purchase goods and services shall include all applicable taxes.

(ii) sell products on Kimble's website for purchase by friends and family of inmates which will be delivered to a designated inmate ("Care Pack Services Program"). Customer shall not contract with any party other than Kimble's to sell any product or service to the friends and family of inmates of the Facility. All products sold through the Care Pack Services program will be listed on a menu agreed upon by Customer and Kimble's. Additionally Kimble's will provide "Snack Packs" to the customer that will be sold between commissary orders. The prices of these products will be reviewed at least annually and agreed upon by Customer and Kimble's. Both parties agree that fluctuation in market prices may require price adjustments on individual products at intervals more frequently than once each year. Kimble's shall be responsible for payment of all applicable taxes on products or services purchased through the Care Pack Services Program. The pricing reflected on the Care Pack Services Program and "Snack Pack" menu shall include all applicable taxes..

(iii) accept and maintain deposits into inmate trust accounts via web, lobby kiosk, or any other type of deposit service instituted by Kimble's. Customer will not permit, allow or accept deposits into inmate trust accounts through any party other than Kimble's.

(iv) install and maintain the software and equipment necessary to sell commissary products and services to inmates of the Facility. Customer may not resell any of the software or equipment including any of the applications related thereto or provide access to such applications directly or indirectly to third parties. Customer shall not use any of Kimble's software, equipment or related applications to facilitate the sale of any product or service to inmates except as approved by Kimble's.

(v) install and operate financial kiosks designed for the purpose of funding inmate accounts. Customer shall not allow any party other than Kimble's to install or maintain a financial kiosk at the Facility except ATM's provided by a financial institution and designed to exchange cash for credit/debit card usage.

(b) In order to provide the services specified herein, Kimble's agrees to provide Customer:

(i) Access to and use of "Lockdown" jail inmate financial management software.

(ii) Inmate Release Debit Cards. No fees will be charged on any debit card issued to a released inmate if the debit card balance is used or otherwise withdrawn by the inmate within two (2) days of release (Kimble's cannot control transaction fees charged by merchants such as ATM fees).

- (iii) Equipment to write checks to inmates for the balance held in the inmate's trust account.
- (iv) One Jail ATM Lobby Kiosk capable of accepting cash, credit and debit cards. Kimble's will collect a \$3.00 transaction fee for cash transactions and a 10% deposit transaction fee with a \$3.25 minimum for each credit/debit card transaction. Kimble's will insure that all fees charged are in compliance with all Federal and State laws.
- (v) One Booking Manager Kiosk capable of taking bills and coins from arrestees and immediately place collected funds in the arrestees trust fund account. (no user fees will be charged).
- (vi) A portal for Web Deposits at [www.jailatm.com](http://www.jailatm.com). Kimble's will collect a 10% deposit transaction fee with a \$3.25 minimum for each transaction. Kimble's will insure that all fees charged are in compliance with all Federal and State laws.
- (vii) Patent-Pending Swipe at Booking Technology allowing inmates to add funds to their commissary account using their credit/debit card accounts. Kimble's will collect a 10% deposit transaction fee with a \$3.25 minimum for each transaction. Kimble's will insure that all fees charged are in compliance with all Federal and State laws.
- (viii) provide six (6) dormitory kiosks for use by inmates to order commissary, check account balances, send and receive electronic mail and email attachments, read mail processed through the mail scan system, access information such as inmate handbooks, electronic messaging for such activities as visitation scheduling, requesting medical and dental appointments, filing grievances, inmate requests and other communication processes with facility staff as needed.
- (ix) Commissary by phone as a backup to the dormitory kiosks.
- (x) Training, Technical and accounting support at no cost.
- (xi) Twenty Four (24) hour monitoring of on-site equipment to ensure proper operation.
- (xii) Inventory of personal care items, beauty products, toiletries, clothing, food, and related products for sale to the inmates.
- (xiii) Software necessary to administer the processing of inmate commissary orders as well as printers and other related equipment for the commissary process. Sufficient POS, check writing, and report printers will be provided to support the commissary and trust fund accounting processes.
- (xiv) A portal on the Jailatm Website for the Care Pack Services Program. Commission will be paid to the Facility on all sales.
- (xv) A portal on the Jailatm website allowing friends and family to send and receive electronic messages from inmates. Kimble's will collect a fee of \$0.50 for each message sent or received.
- (xvi) Kimble's will provide debit calling service through Customer's inmate telephone provider at no charge to the Customer. Inmates will be charged a \$.50 transaction fee per transaction regardless of the amount of funds transferred..
- (xvii) the Customer will be provided the investigative tools contained in the Lockdown software and related features at no charge.
- (xviii) Kimble's will insure that any and all fees charged are in compliance with all federal and state laws.
- (xiv) Kimble's will maintain a relationship with your current or any future Jail Management System provider to allow connection between Customer's Jail Management System and its Lockdown software. Kimble's shall be responsible for any and all costs of said relationship. Kimble's will maintain a relationship with Securus or any future provider to provide debit calling and commissary by phone services to inmates at no cost to the county.
- (xv) Kimble's will provide a part time employee (20 hours weekly) to handle the commissary functions at the Customer Facility. Kimble's employee will meet the background standards required of a justice officer in North Carolina and follow all facility rules and requirements. The Customer will have the final decision on the selection and retention of the Kimble's Associate assigned to their Facility.
- (xvi) Kimble's will provide "Fastcase" law library for use by inmates on all inmate kiosks at no cost to the facility.

(c) In order for Kimble's to provide the services specified herein, Customer agrees that:

(i) All workstations for administrative and book in processing use by staff shall meet the following minimum requirements:

Workstation Requirements:	
Processor	1 GHz or faster Intel or AMD processor, 32- or 64 -bit
Operating System	Microsoft Windows 7, 8, 8.1, 10, or higher
Browser	Microsoft Internet Explorer 11 or higher required for JailATM.com. Google Chrome or Microsoft Edge Recommended
Memory	1GB Ram (32-bit system) or 2GB Ram (64-bit system). 4 GB or higher recommended.
Disk Space	150MB
Display	VGA, 1024 x 768 resolution or higher
Network Requirements	
Internet Service	Broadband internet service required
Local Network	Access to local shared subnet required for multiple Lockdown instances in the same facility

(ii) Customer shall ensure that there is 110V service at the installation point of each pod kiosk.

(iii) Customer shall ensure that there is a location for the placement of the Kimble's computer server at the Cat5/6 termination point for connectivity to the lobby kiosk.

(iv) Customer shall ensure reasonable access to the facility to Kimble's personnel to service equipment.

(v) Customer shall ensure that there is High Speed internet service for use with the Kimble's Server and sufficient internal static IP addresses for the Kimble's equipment.

(vi) Customer will provide reasonable workspace for Kimble's Associates

(vii) Customer shall provide a lobby location for the lobby kiosk reasonably situated to facilitate public access.

(viii) Customer shall provide a reasonable level of security for the lobby kiosks and all other equipment owned by Kimble's. If any of Kimble's equipment is vandalized or damaged by an inmate, then Customer agrees to cooperate with Kimble's to seek prosecution of the responsible inmate for such damages.

(ix) Customer shall provide a reasonable level of security for the safety of all Kimble's employees carrying out duties at the Facility.

(x) Customer is responsible for regular reconciliation of financial records maintained on the software provided by Kimble's including but not limited to inmate trust accounts. Kimble's recommends that such records be reconciled monthly by an individual trained in accounting and not by any person responsible for daily entry of financial data.

2. **Term.** The "Term" of this Agreement shall commence on August 1, 2018 and will continue for three (3) years thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply for so long as Kimble's continues to provide services hereunder to Customer after the expiration or termination of this Agreement.

3. **Commissions Paid to Customer.** Kimble's shall pay a commission of 40% to Customer on the gross sales of all products purchased by inmates of the Facility and all products purchased through the Care Pack Services Program less applicable taxes. Additionally Kimble's will pay the Customer a \$.05 (five cents) commission per .50 cent paid by inmates and friends and family to send email messages through Kimble's portal. Notwithstanding the foregoing, no commission shall be paid on the sale of U.S. Postal items or kits purchased by the Customer for indigent inmates of the Facility.

4. **Customers Use of Software Licenses.** Kimble's through its business relationship with Tech Friends Inc. grants Customer a non-exclusive, non-transferable license to use (without the right to sublicense) and to access certain proprietary computer software products and materials in connection provision of services hereunder ("Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that are implemented in Kimble's discretion (the "Updates"). Kimble's warrants and represents that the Software is warranted to meet GAAP (General Applied Accounting Principles) standards. Customer authorizes Kimble's to provide or preinstall the third-party software and agrees that Kimble's may agree to the third party End User License Agreements on Customers behalf. Customer's right to use any third-party software product that Kimble's provides shall be limited by the terms of the underlying license that Kimble's obtained for such product. The Software is to be used solely for Customers internal business purposes in connection with the provision of the

services contemplated hereby. Customer will not permit a third party to use the Software, assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, process or permit to be processed any data of any other party with the Software, alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, connect the Software to any products that Kimble's did not furnish or approve, or ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Kimble's is not liable with regard to any Software that Customer uses in a prohibited manner. To the extent permitted by applicable law, Customer shall indemnify Kimble's, and the agents, servants, and all employees of Kimble's, and shall defend, save and hold them harmless from and against any claim, suit, legal proceeding, judgment, decree, loss, cost, damage or expense (including, but not limited to, reasonable attorney's and other costs and expenses incident to the investigation or the defense of any claim, suit or legal proceeding) arising from or growing out of Customer's unauthorized or prohibited use of the Software caused by the negligent acts or omissions or misconduct of Customer, any subcontractor of Customer or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be responsible or liable, except to the extent caused by the negligent acts or omissions or misconduct of Kimble's, its officers, employees and agents.

5. **Certifications and Indemnity of Kimble's.** Kimble's agrees to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes ("E-Verify") and if Kimble's provides services to the Customer utilizing a subcontractor, Kimble's shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of said General Statutes. Kimble's agrees to verify compliance by affidavit upon request by the Customer. Notwithstanding any other provision herein, Kimble's shall indemnify Customer, and the agents, servants, employees and all elected officials of Customer, and shall defend, save and hold the Indemnities harmless from and against any claim, suit, legal proceeding, judgment, decree, loss, cost, damage or expense (including, but not limited to, reasonable attorney's and other costs and expenses incident to the investigation or the defense of any claim, suit or legal proceeding) arising from or growing out of the injury to or death of any person or the damage to or loss of any property (including, but not limited to, property of Kimble's) caused by the negligent acts or omissions or misconduct of Kimble's, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be responsible or liable, except to the extent caused by the negligence of the Customer, its elected officials, officers, employees and agents.

6. **Relationship of Parties.** Kimble's is an independent contractor of Customer. Kimble's represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Customer. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Kimble's will obey all State and Federal statutes, rules and regulations. Neither Kimble's nor any employee of the Kimble's shall be deemed an officer, employee or agent of the Customer. Kimble's shall ensure that it maintains a properly executed IRS Form W-9 on file with the Customer.

7. **Confidentiality.**

(a) To the extent permitted by law, the Software, Updates and the applications and related data and information (the "Confidential Information") shall at all times remain confidential to Kimble's. Customer will not disclose such Confidential Information to any third party unless required by Public Records Laws, subpoena, court order, or other applicable law. Because Customer will be able to access Confidential Information of third parties that is protected by certain federal and state privacy laws through the Software and its applications, Customer agrees that it will only access the Software with computer systems that have effective firewall and anti-virus protection.

(b) Kimble's may, during the course of providing services hereunder or in relation to this Agreement have access to, and acquire knowledge regarding personnel, inmates, materials, data, systems, and other information which may not be accessible or known to the general public. Any knowledge acquired by Kimble's from such materials shall not be used, published or divulged by Kimble's to any person, firm or other entity unless required by subpoena, court order, or other applicable law.

8. **Insurance.**

(a) Kimble's shall obtain, at its sole expense, all insurance as required in the Customers contract control policy and shall not commence work until such insurance is in effect and certification thereof has been received by the Customer's Finance Director. Such insurance shall name the Customer as an Additional Insured under both General Liability and Auto Liability policies. Should said Certificate of Insurance expire prior to the termination of this Agreement, Kimble's shall supply to the Customer an updated certification prior to the expiration of the Certificate initially provided.

Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

(b) Customer agrees to provide Kimble's with reasonable and timely written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to the utilization of the Software or provision of the Commissary Services in which Kimble's is brought in as a co-defendant in the Claim. Kimble's has the right to defend any such claim, demand, or cause of action at Kimble's sole cost and expense.

9. **Termination of Agreement.** If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default, setting forth specifically the nature of the default. If the defaulting party fails to cure its default within sixty (60) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, in the event this Agreement is terminated by either party, there shall be no disruption of service between the termination of the existing services and the implementation of an alternate commissary service. Kimble's shall continue providing commissary services until a new vendor is selected to provide such services.

10. **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, neither party shall have any liability for indirect, incidental, special or consequential damages, loss of profits or income, loss or corrupted data, or loss of use of other benefits, howsoever caused and even if due to the party's negligence, breach of contract, or other fault, even if such party has been advised of the possibility of such damages.

11. **Uncontrollable Circumstance.** Each Party reserves the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside its control occur, which negatively impact its business, and are related to the operation of the Facility; material reduction in inmate population or capacity; material changes in policy or economic conditions; acts of God; actions taken for security reasons (such as lock-downs). Each Party shall not unreasonably exercise such right. Further, the Parties acknowledge that provision of the Commissary Services are subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict the Parties from taking any steps necessary to perform in compliance therewith.

12. **Force Majeure.** Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

13. **Notices.** Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature on this document, or to such other address as a party may designate by written notice in compliance with this section.

14. **Access to and Record Retention.** Kimble's agrees to maintain all records of or related to the Commissary Services and shall, upon the Customer's request, provide the Customer with, or access to, said records.

15. **Iran Divestment Act Certification.** Kimble's commissary hereby certifies that Kimble's commissary, and its subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Kimble's commissary shall not utilize any subcontractor that is identified on the List.

16. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Unless prohibited by law, any action resulting from this Agreement shall be brought solely in the General Court of Justice of North Carolina sitting in Cleveland County, North Carolina. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. Provider shall not sub-contract all or any part of the services provided for in this Agreement without prior written approval of the County. Additionally, Provider shall not assign all or any part of this Agreement, including rights to payments, to any other party without the prior written consent of the County. This Agreement shall be binding upon and inure to the benefit of Kimble's and Customer and their respective successors and permitted assigns. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the obligations of the respective parties as set forth herein. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the



performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior oral or written agreements or guarantees regarding subject matter set forth herein. This contract will be administered by the Cleveland County Sheriff or his designee.

<u>CUSTOMER:</u> Cleveland County NC By: <u>[Signature]</u> Name: <u>Joel Shores</u> Title: <u>Major</u> Date: <u>7-20-18</u> <u>Cleveland County's Notice Address:</u> Cleveland County Sheriff's Office Post Office Box 1508\407 McBrayer St Shelby, North Carolina 28151 Phone – (704) 484-4890	<u>KIMBLES:</u> Kimble's Commissary Service By: <u>[Signature]</u> Name: <u>Lee Farnsworth</u> Title: <u>Regional Mgr</u> Date: <u>July 20, 18</u> <u>Kimble's Notice Address:</u> Kimble's Commissary Services 100 Webster St. LaGrange Georgia, 30241 Phone – 706-884-5527
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## Contract Agreement Cover Check List

Effective Date 7/1/2015

A.) Type of Contract ( Circle what applies)

Origin

New

Re-Newal

Change

Cancellation

Type

Revenue

Expenditure

Lease

B.) Cost Center

Fund / Department

010444

Account Number

4.762.00

070 234400

C.) Vendor Information

Company Name

Kimbles

Contact Information:

Amber Herndon

706-884-5527

Vendor Number:

D.) Contract Information

Contract Description

Aug 2018

Aug 2021

Term

From:

To:

Payment Terms

Monthly

Total Contract Amount

Various

Amount Approved in Budget

E.) Funding Source & Attachment Checklist

Funding Source

Federal Grant

State Grant

Local Allotment

Checklist (ensure contract has all attachments)

> \$750 P.O. Required

> \$1000 - Obtained 3 bids

Conflict of Interest Policy Attached & Signed

SAM System / Debarred Vendor

MWDBE

Cost Analysis Complete (only for Fed/State Grants)

Pre-Audit Certification Complete by Finance Director

Tickmark

Y / N

Y / N

Y / N

Y / N

Y / N

Y / N

Y / N

Date 8-7-18 / Sign-Off

Major

SL

\*Original Contract to be sent to Kim Ogle in Finance/Purchasing Department

Yes



# TASER International

Protect Life. Protect Truth.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax:

Jon Wright  
(704) 484-4976  
(704) 480-6464  
jon.wright@clevelandcounty.com

*Body  
Cameras  
+ Tasers*



## Quotation

Quote: Q-60438-2  
Date: 9/25/2016 4:32 PM  
Quote Expiration: 10/31/2016  
Contract Start Date\*: 11/1/2016  
Contract Term: 5 years

AX Account Number:

Bill To:  
Cleveland County Sheriffs Office - NC  
100 Justice Place  
Shelby, NC 28150  
US

Ship To:  
Jon Wright  
Cleveland County Sheriffs Office - NC  
100 JUSTICE PLACE  
Shelby, NC 28150  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Josh Sudbeck		jsudbeck@taser.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

Year 1 with Hardware due net 30 days

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
70	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 27,930.00
12	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 420.00
70	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT ✓	USD 788.00	USD 55,160.00
2,800	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
70	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00
70	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00
70	22010	PPM, BATTERY PACK, STANDARD, X2/X26P	USD 0.00	USD 0.00
70	11501	HOLSTER, BLACKHAWK, RIGHT, X26P ✓	USD 0.00	USD 0.00
12	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 17,940.00
2	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00
1	85146	AXON 1-DAY SERVICE	USD 2,000.00	USD 2,000.00
Year 1 with Hardware due net 30 days Tax Amount:				USD 7,016.63
Year 1 with Hardware due net 30 days Discount:				USD 28,000.00
Year 1 with Hardware due net 30 days Net Amount Due Including Taxes:				USD 112,966.63

*Taser are listed on pg 3 (DSP)*

Year 2-Due 1 Year from Start of Contract (2017)

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
70	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 988.00	USD 69,160.00
2,800	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Year 2-Due 1 Year from Start of Contract (2017) Tax Amount:				USD 4,668.30
Year 2-Due 1 Year from Start of Contract (2017) Discount:				USD 14,000.00
Year 2-Due 1 Year from Start of Contract (2017) Net Amount Due Including Taxes:				USD 73,828.30

Year 3-Due 2 Years from Start of Contract (2018)

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
70	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,188.00	USD 83,160.00
2,800	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Year 3-Due 2 Years from Start of Contract (2018) Tax Amount:				USD 5,613.30
Year 3-Due 2 Years from Start of Contract (2018) Net Amount Due Including Taxes:				USD 88,773.30

Year 4-Due 3 Years from Start of Contract (2019)

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
70	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,188.00	USD 83,160.00
2,800	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Year 4-Due 3 Years from Start of Contract (2019) Tax Amount:				USD 5,613.30
Year 4-Due 3 Years from Start of Contract (2019) Net Amount Due Including Taxes:				USD 88,773.30

Year 5-Due 4 Years from Start of Contract (2020)

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
70	85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	USD 1,188.00	USD 83,160.00
2,800	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Year 5-Due 4 Years from Start of Contract (2020) Tax Amount:				USD 5,613.30
Year 5-Due 4 Years from Start of Contract (2020) Net Amount Due Including Taxes:				USD 88,773.30

Subtotal	USD 424,590.00
Estimated Shipping & Handling Cost	USD 555.48
Estimated Tax	USD 28,524.83
Grand Total	USD 453,670.31

### Complimentary Evidence.com Tier Upgrade Through September 2016

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 2016. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In September 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

#### Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

#### Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery sometime in 2017. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

### TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at [www.taser.com/legal](http://www.taser.com/legal). You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

PO# (if needed): \_\_\_\_\_

Quote: Q-60438-2

Please sign and email to Josh Sudbeck at [jsudbeck@taser.com](mailto:jsudbeck@taser.com) or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.  
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Axon Enterprise, Inc.  
17800 N 85th St  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

#### SHIP TO

John Humphries  
Cleveland County Sheriffs Office - NC  
100 JUSTICE PLACE  
Shelby, NC 28150  
US

#### BILL TO

Cleveland County Sheriffs Office - NC  
100 Justice Place  
Shelby, NC 28150  
US

Q-176107-43312.641KD

Issued: 07/31/2018

Quote Expiration: 09/28/2018

Account Number: [REDACTED]

Start Date: 09/28/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

#### SALES REPRESENTATIVE

Kelsey Donohue  
Phone: (480) 905-2074  
Email: kelsey@taser.com  
Fax: (888) 708-8634

#### PRIMARY CONTACT

John Humphries  
Phone: (704) 472-6487  
Email: john.humphries@clevelandcounty.com

#### Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
88130	UCP STANDARD - YEAR 1 PAYMENT	90	128.00	128.00	11,520.00
<b>Hardware</b>					
44200	Cartridge - 21'	270	0.00	0.00	0.00
44200	Cartridge - 21'	180	0.00	0.00	0.00
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	90	96.00	0.00	0.00
Subtotal					11,520.00
Estimated Shipping					0.00
Estimated Tax					777.60
Total					12,297.60

#### Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
88131	UCP STANDARD - YEAR 2 PAYMENT	90	128.00	128.00	11,520.00
Subtotal					11,520.00
Estimated Tax					777.60
Total					12,297.60

**Year 3**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88132	UCP STANDARD - YEAR 3 PAYMENT	90	128.00	128.00	11,520.00
				Subtotal	11,520.00
				Estimated Tax	777.60
				Total	12,297.60

**Year 4**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88133	UCP STANDARD - YEAR 4 PAYMENT	90	128.00	128.00	11,520.00
				Subtotal	11,520.00
				Estimated Tax	777.60
				Total	12,297.60

**Year 5**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88134	UCP STANDARD - YEAR 5 PAYMENT	90	128.00	128.00	11,520.00
				Subtotal	11,520.00
				Estimated Tax	777.60
				Total	12,297.60

<b>Grand Total</b>	<b>61,488.00</b>
--------------------	------------------



## Discounts (USD)

Quote Expiration: 09/28/2018

List Amount	66,240.00
Discounts	8,640.00
<b>Total</b>	<b>57,600.00</b>

*\*Total excludes applicable taxes and shipping*

## Summary of Payments

Payment	Amount (USD)
Year 1	12,297.60
Year 2	12,297.60
Year 3	12,297.60
Year 4	12,297.60
Year 5	12,297.60
<b>Grand Total</b>	<b>61,488.00</b>

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

PO# (Or write  
N/A): \_\_\_\_\_

Please sign and email to Kelsey Donohue at [kelsey@taser.com](mailto:kelsey@taser.com) or fax to (888) 708-8634

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-176107-43312.641KD

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REQUIRED BY, AND COMPLIES WITH, ARTICLE 3 OF CHAPTER 159  
OF THE NORTH CAROLINA GENERAL STATUTES, ALSO CITED AS  
"THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT".

  
COUNTY FINANCE DIRECTOR

2010-2011 BUDGET

WHEREAS, the Board of Commissioners of the County of [Name] has determined that the 2010-2011 budget for the County of [Name] is as follows:

7/1/10

0510

10/1/10

THIS INSTRUMENT HAS BEEN REVIEWED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF [Name] IN ACCORDANCE WITH ARTICLE 3 OF CHAPTER 150 OF THE NORTH CAROLINA GENERAL STATUTES, ALSO CITED AS "THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

COUNTY FINANCE DIRECTOR



## Notes

This quote is co-termed with quote Q-60438 (executed contract #00008870). Year one has been pro-rated to 2.5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 8/1/2018-8/15/2018. The end date of these subscriptions is subject to change if the ship/start date changes.

Axon hardware BODY-WORN CAMERA contained in this quote will be covered under the Taser Assurance Plan and will be eligible for 2 replacements at the same time as the equipment originally deployed on this existing contract as determined by quote Q-60438. This will take place at the end of the contract on date 11/14/2021.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:



Date:

8/3/18

Name (Print):

Shane Fox

Title:

CFO

PO# (Or write  
N/A):

Please sign and email to Laura Egan at [legan@axon.com](mailto:legan@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-175905-43312.790LE

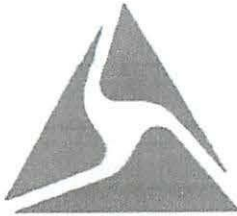
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REQUIRED BY, AND COMPLIES WITH, ARTICLE 3 OF CHAPTER 159  
OF THE NORTH CAROLINA GENERAL STATUTES, ALSO CITED AS  
"THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT".

  
COUNTY FINANCE DIRECTOR

THIS INSTRUMENT HAS BEEN RECORDED IN THE MANNER  
REQUIRED BY AND COMPLES WITH ARTICLE 3 OF CHAPTER 139  
OF THE NORTH CAROLINA GENERAL STATUTES, ALSO CITED AS  
"THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

COUNTY FINANCE DIRECTOR



Axon Enterprise, Inc.  
17800 N 85th St  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

Lease

190390

Q-175905-43312.790LE

Issued: 07/31/2018

Quote Expiration: 08/31/2018

Account Number: [REDACTED]

Start Date: 09/01/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Contract Number: 00008870

SALES REPRESENTATIVE

Laura Egan

Phone:

Email: legan@axon.com

Fax:

PRIMARY CONTACT

John Humphries

Phone: (704) 472-6487

Email: john.humphries@clevelandcounty.com

**SHIP TO**

John Humphries  
Cleveland County Sheriffs Office - NC  
100 JUSTICE PLACE  
Shelby, NC 28150  
US

**BILL TO**

Cleveland County Sheriffs Office - NC  
100 Justice Place  
Shelby, NC 28150  
US

**Year 1 - (Est Del. Date 08/01/18)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	6.00	6.00	6.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	1	40.00	40.00	40.00
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	1	499.00	499.00	499.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	1	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	1	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	1	0.00	0.00	0.00
74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	1	375.00	375.00	375.00
Subtotal					920.00
Estimated Shipping					0.00
Estimated Tax					62.10
Total					982.10

**Year 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	1	240.00	240.00	240.00

## Year 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00
				Subtotal	276.00
				Estimated Tax	18.63
				Total	294.63

## Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	1	240.00	240.00	240.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00
				Subtotal	276.00
				Estimated Tax	18.63
				Total	294.63

## Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	1	240.00	240.00	240.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00
				Subtotal	276.00
				Estimated Tax	18.63
				Total	294.63
<b>Grand Total</b>					<b>1,865.99</b>



## Summary of Payments

Payment	Amount (USD)
Year 1 - (Est Del. Date 08/01/18)	982.10
Year 2	294.63
Year 3	294.63
Year 4	294.63
<b>Grand Total</b>	<b>1,865.99</b>



Axon Enterprise, Inc.  
17800 N 85th St  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

#### SHIP TO

John Humphries  
Cleveland County Sheriffs Office - NC  
100 JUSTICE PLACE  
Shelby, NC 28150  
US

#### BILL TO

Cleveland County Sheriffs Office - NC  
100 Justice Place  
Shelby, NC 28150  
US

Q-176107-43312.641KD

Issued: 07/31/2018

Quote Expiration: 09/28/2018

Account Number: [REDACTED]

Start Date: 09/28/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

#### SALES REPRESENTATIVE

Kelsey Donohue  
Phone: (480) 905-2074  
Email: kelsey@taser.com  
Fax: (888) 708-8634

#### PRIMARY CONTACT

John Humphries  
Phone: (704) 472-6487  
Email: john.humphries@clevelandcounty.com

#### Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
88130	UCP STANDARD - YEAR 1 PAYMENT	90	128.00	128.00	11,520.00
<b>Hardware</b>					
44200	Cartridge - 21'	270	0.00	0.00	0.00
44200	Cartridge - 21'	180	0.00	0.00	0.00
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	90	96.00	0.00	0.00
Subtotal					11,520.00
Estimated Shipping					0.00
Estimated Tax					777.60
Total					12,297.60

#### Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
88131	UCP STANDARD - YEAR 2 PAYMENT	90	128.00	128.00	11,520.00
Subtotal					11,520.00
Estimated Tax					777.60
Total					12,297.60

**Year 3**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88132	UCP STANDARD - YEAR 3 PAYMENT	90	128.00	128.00	11,520.00
				Subtotal	11,520.00
				Estimated Tax	777.60
				Total	12,297.60

**Year 4**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88133	UCP STANDARD - YEAR 4 PAYMENT	90	128.00	128.00	11,520.00
				Subtotal	11,520.00
				Estimated Tax	777.60
				Total	12,297.60

**Year 5**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88134	UCP STANDARD - YEAR 5 PAYMENT	90	128.00	128.00	11,520.00
				Subtotal	11,520.00
				Estimated Tax	777.60
				Total	12,297.60

<b>Grand Total</b>	<b>61,488.00</b>
--------------------	------------------





## Discounts (USD)

Quote Expiration: 09/28/2018

List Amount	66,240.00
Discounts	8,640.00
<b>Total</b>	<b>57,600.00</b>

*\*Total excludes applicable taxes and shipping*

## Summary of Payments

Payment	Amount (USD)
Year 1	12,297.60
Year 2	12,297.60
Year 3	12,297.60
Year 4	12,297.60
Year 5	12,297.60
<b>Grand Total</b>	<b>61,488.00</b>



## Axon's Sales Terms and Conditions

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

PO# (Or write  
N/A): \_\_\_\_\_

Please sign and email to Kelsey Donohue at [kelsey@taser.com](mailto:kelsey@taser.com) or fax to (888) 708-8634

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-176107-43312.641KD

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REQUIRED BY, AND COMPLIES WITH, ARTICLE 3 OF CHAPTER 159  
OF THE NORTH CAROLINA GENERAL STATUTES, ALSO CITED AS  
"THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT".

  
COUNTY FINANCE DIRECTOR

2010-2011

THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT, 1999  
OF THE NORTH CAROLINA GENERAL STATUTES, ALSO CITED AS  
"THE INSTRUMENT" HAS BEEN REVIEWED AND FOUND TO BE IN COMPLIANCE WITH ARTICLE 3 OF CHAPTER 159

7/1/10

0510

10/1/10

THIS INSTRUMENT HAS BEEN REVIEWED AND FOUND TO BE IN COMPLIANCE WITH ARTICLE 3 OF CHAPTER 159  
OF THE NORTH CAROLINA GENERAL STATUTES, ALSO CITED AS  
"THE INSTRUMENT" HAS BEEN REVIEWED AND FOUND TO BE IN COMPLIANCE WITH ARTICLE 3 OF CHAPTER 159

COUNTY FINANCE DIRECTOR

## Notes

This quote is co-termed with quote Q-60438 (executed contract #00008870). Year one has been pro-rated to 2.5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 8/1/2018-8/15/2018. The end date of these subscriptions is subject to change if the ship/start date changes.

Axon hardware BODY-WORN CAMERA contained in this quote will be covered under the Taser Assurance Plan and will be eligible for 2 replacements at the same time as the equipment originally deployed on this existing contract as determined by quote Q-60438. This will take place at the end of the contract on date 11/14/2021.

## Axon's Sales Terms and Conditions

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Signature:



Date:

8/3/18

Name (Print):

Shane Fox

Title:

CFO

PO# (Or write  
N/A):

Please sign and email to Laura Egan at [legan@axon.com](mailto:legan@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-175905-43312.790LE

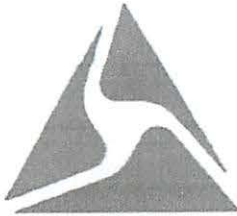
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COUNTY FINANCE DIRECTOR

THIS INSTRUMENT HAS BEEN RECORDED IN THE MANNER  
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OF THE NORTH CAROLINA GENERAL STATUTES, ALSO CITED AS  
"THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

COUNTY FINANCE DIRECTOR



Axon Enterprise, Inc.  
17800 N 85th St  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

*Lease*

*190390*

Q-175905-43312.790LE

Issued: 07/31/2018

Quote Expiration: 08/31/2018

Account Number: 110045

Start Date: 09/01/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Contract Number: 00008870

SALES REPRESENTATIVE

Laura Egan

Phone:

Email: legan@axon.com

Fax:

PRIMARY CONTACT

John Humphries

Phone: (704) 472-6487

Email: john.humphries@clevelandcounty.com

**SHIP TO**

John Humphries  
Cleveland County Sheriffs Office - NC  
100 JUSTICE PLACE  
Shelby, NC 28150  
US

**BILL TO**

Cleveland County Sheriffs Office - NC  
100 Justice Place  
Shelby, NC 28150  
US

**Year 1 - (Est Del. Date 08/01/18)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	6.00	6.00	6.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	1	40.00	40.00	40.00
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	1	499.00	499.00	499.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	1	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	1	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	1	0.00	0.00	0.00
74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	1	375.00	375.00	375.00
Subtotal					920.00
Estimated Shipping					0.00
Estimated Tax					62.10
Total					982.10

**Year 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	1	240.00	240.00	240.00

## Year 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00
				Subtotal	276.00
				Estimated Tax	18.63
				Total	294.63

## Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	1	240.00	240.00	240.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00
				Subtotal	276.00
				Estimated Tax	18.63
				Total	294.63

## Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	1	240.00	240.00	240.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00
				Subtotal	276.00
				Estimated Tax	18.63
				Total	294.63
<b>Grand Total</b>					<b>1,865.99</b>



## Summary of Payments

Payment	Amount (USD)
Year 1 - (Est Del. Date 08/01/18)	982.10
Year 2	294.63
Year 3	294.63
Year 4	294.63
<b>Grand Total</b>	<b>1,865.99</b>





# AXON

## Cleveland County Sheriffs Office - NC

**AXON SALES REPRESENTATIVE**

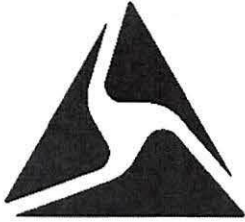
Evan MacIntyre

[emacintyre@axon.com](mailto:emacintyre@axon.com)

**ISSUED**

5/14/2019





**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-213008-43599.805EM**

Issued: 05/14/2019

Quote Expiration: 06/30/2019

Account Number:

Payment Terms: Net 30  
Delivery Method: Fedex - Ground  
Contract Number: 00008870

**SALES REPRESENTATIVE**

Evan MacIntyre

Phone:

Email: emacintyre@axon.com

Fax:

**PRIMARY CONTACT**

John Humphries

Phone: (704) 472-6487

Email: john.humphries@clevelandcounty.com

**SHIP TO**

John Humphries  
Cleveland County Sheriffs Office - NC  
100 JUSTICE PLACE  
Shelby, NC 28150  
US

**BILL TO**

Cleveland County Sheriffs Office - NC  
100 Justice Place  
Shelby, NC 28150  
US

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	10	100.00	100.00	1,000.00
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	10	499.00	499.00	4,990.00
71026	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	10	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	10	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	10	0.00	0.00	0.00
Subtotal					5,990.00
Estimated Shipping					0.00
Estimated Tax					404.33
Total					6,394.33

**Year 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	10	240.00	240.00	2,400.00
Subtotal					2,400.00
Estimated Tax					162.00
Total					2,562.00

## Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	10	240.00	240.00	2,400.00
				Subtotal	2,400.00
				Estimated Tax	162.00
				Total	2,562.00

<b>Grand Total</b>	<b>11,518.33</b>
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## Summary of Payments

Payment	Amount (USD)
Year 1	6,394.33
Year 2	2,562.00
Year 3	2,562.00
<b>Grand Total</b>	<b>11,518.33</b>

## Notes

This quote is co-termed with quote Q-60438 (executed contract #00008870). Year one has been pro-rated to 4.5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 6/1/2019-6/15/2019. The end date of these subscriptions is subject to change if the ship/start date changes.

Axon BWC hardware contained in this quote will be covered under the Technology Assurance Plan (a.k.a. Taser Assurance Plan) and will be eligible for 1 replacement at the same time as the equipment originally deployed on this existing contract as determined by quote Q-60438. This will take place at the end of the contract on date 11/14/2021.

Axon BWC hardware contained in this quote has no accompanying licenses due to users having existing licenses.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

PO# (Or write  
N/A): \_\_\_\_\_

Please sign and email to Evan MacIntyre at [emacintyre@axon.com](mailto:emacintyre@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-213008-43599.805EM

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